

ance by one party, it would be a fraud in the other, to refuse to perform the agreement on his part. It would be perverting the statute, from a shield against, into an instrument of fraud.

When acts of part performance are relied upon to take a parol agreement for the sale of lands, (when denied by the owner,) out of the operation of the statute of frauds, full and satisfactory evidence must be offered of the *terms of the agreement*, and of the performance of it, on the part of the complainant.

[The object of this bill was to obtain a decree against the defendant, Charlotte C. D. Owings for the specific performance of an alleged contract to sell certain land; and an injunction against the other defendant, Green, to restrain him from interfering with the complainants in their occupancy and enjoyment thereof.

The bill alleged, that a contract was made between the parties on the 8th of July, 1844, to sell a portion of the land, and, that by a subsequent arrangement, the complainants purchased of the defendant, Owings, through her agent Turnbull, six acres of land, including that which was the subject of the first contract. The complainants filed with their bill, copies of the letter and deposition of Turnbull, showing the purchase; and further stated, that the defendant, Green, combining with his co-defendant, Owings, to vex and harrass the complainants, had entered on the land, and erected a fence on part thereof; had been digging and removing ore therefrom; and had hindered the complainants in the performance of their operations.

The bill prayed, that the defendant, Owings, might be decreed to convey the land to the complainants, and, that Green, might be restrained by injunction from putting up fences on the land and digging ore, &c.

The deposition of Turnbull, set out the arrangements made in June, 1845, by him, acting for Miss Owings, with the complainants, to settle the difficulty arising from a misunderstanding of the previous contract; and stated, that these arrangements with the approbation of Miss Owings, resulted in the second agreement, which was to let the complainants have six acres of land for \$2000.

The agreement of the 8th of July, 1844, reserved to Miss